

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING	PAGE 1	OF PAGES 36
2. CONTRACT NUMBER	3. SOLICITATION NUMBER DTFH61-08-R-00015	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/21/2008	6. REQUISITION/PURCHASE NO. 50-54-7026	
7. ISSUED BY Federal Highway Administration Office of Acquisition Management 1200 New Jersey Ave, SE, Mail Stop: E65-101 Washington, DC 20590		CODE	8. ADDRESS OFFER TO (If other than Item 7) Federal Highway Administration Office of Acquisition Management 1200 New Jersey Ave, SE, Mail Stop: E65-101 Washington, DC 20590			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in 1200 New Jersey Ave, SE, Mail Stop: E65-101 until 3:00 p.m. local time 5/23/2008.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION → CALL:	A. NAME Robin K. Hobbs	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Robn.Hobbs@dot.gov
	AREA CODE 202	NUMBER 366-4004	EXT.		

11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM	1		I	CONTRACT CLAUSES	18
	B	SUPPLIES OR SERVICES AND PRICE/COST	2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT	3		J	LIST OF ATTACHMENTS	22
	D	PACKAGING AND MARKING	6			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE	6		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	23
	F	DELIVERIES OR PERFORMANCE	7				
	G	CONTRACT ADMINISTRATION DATA	8		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	25
	H	SPECIAL CONTRACT REQUIREMENTS	12		M	EVALUATION FACTORS FOR AWARD	35

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) →	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) →	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT SUMMARY

The Contractor shall furnish all facilities, materials, and personnel and shall perform all services necessary to support the programs and activities of the Office of Pavement Technology as described in Section C below.

NOTE TO OFFERORS:

The Government contemplates single or multiple awards of indefinite-delivery-indefinite-quantity (IDIQ) contracts utilizing cost-plus-fixed-fee (CPFF) and/or firm-fixed-price (FFP) task orders in accordance with FAR 16.500. **This procurement is a set-aside reserved for small business concerns.**

The maximum potential value of all orders placed against this contract shall not exceed \$_____ over five-years (24-month base period and three, 12-month option periods). The minimum Government obligation under this IDIQ contract is \$_____. It is anticipated that cost reimbursable task orders may be incrementally funded.

INDEFINITE-DELIVERY-INDEFINITE-QUANTITY MINIMUM AND MAXIMUM AMOUNTS

Contract Line Items	Supplies/Service	Maximum Amount	Minimum Amount
CLIN 0001	Concrete Pavement Program 24 month Base Period	<i>To be filled in at award</i>	\$75,000
CLIN 0101	Concrete Pavement Program – Option Year 1	<i>To be filled in at award</i>	\$25,000
CLIN 0201	Concrete Pavement Program – Option Year 2	<i>To be filled in at award</i>	\$25,000
CLIN 0301	Concrete Pavement Program – Option Year 3	<i>To be filled in at award</i>	\$25,000

B.2 FUNDING

If a task order is not issued at contract award, funding for the minimum amount will be placed on the contract and subsequently transferred to the first task order issued hereunder. Each Task Order issued will be individually funded.

B.3 TRAVEL

All travel shall be authorized in advance by the Contracting Officer's Technical Representative (COTR), and shall be reimbursed in accordance with the Travel and Per Diem clause (reference Section G).

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

The Concrete Pavement Program within the FHWA's Office of Pavement Technology plays a crucial role in research, development, and delivery of new technologies for high-performance concrete pavements. Some of the focus areas of the program include:

Cooperative Agreements and Expert Task Groups working with partners in industry to help oversee national concrete pavement research projects to assure cost-effective results;

Development and Deployment of innovative equipment, materials, tools and techniques, working with partners to improve pavement design, performance, and rehabilitation;

Implementation of Products of Research to our customers and serving as sources of *expert knowledge on new concrete technology working* in cooperation with the FHWA Resource Centers and Division Offices; and

Determining the direction and goals of future research programs; and *resolving issues of a national scope that are related to implementation of new technology*.

In addition to the above focus areas, the concrete pavement program has an emphasis on reducing user delays and life-cycle costs through development of higher performance concrete pavements. The work under this contract will greatly assist the concrete pavement program in delivering the much needed state of the practice and technologies to its partners and stakeholders.

C.2 SCOPE OF WORK

The Contractor shall furnish all necessary facilities, equipment, materials, and personnel, and shall perform all services as necessary to provide professional engineering, technical, and support services for the FHWA Office of Pavement Technology on a task order basis. These activities include, but are not limited to, the following:

- a) Professional Engineering Support Services
- b) Technical Writing and Editing
- c) Coordination and Delivery of Meetings/Informational Workshops
- d) Technology Implementation

C.3 DELINEATION OF CONTRACTOR TASKS

TASK A – PROFESSIONAL ENGINEERING SUPPORT SERVICES

The Contractor shall provide professional engineering support services to the concrete pavement technology team in direct support for the long and short term goals and objectives of the pavement technology program as defined each year by the different FHWA focus areas groups.

The current focus area groups for the FHWA pavement technology program are:

- Pavement Design and Analysis
- Materials and Construction Technology
- Pavement Management and Preservation
- Pavement Surface Characteristics
- Construction and Materials Quality Assurance
- Environmental Stewardship

When tasked, the Contractor shall conduct applied research, technology development, technology delivery, support, and technical assistance related to the following specific areas:

- Concrete Pavements
- Concrete Materials
- Concrete Construction
- Concrete Pavement Rehabilitation
- Concrete Pavement, Design and Analysis
- Environmental Effects

TASK B - TECHNICAL WRITING AND EDITING

When tasked, the Contractor shall research, write, and edit special reports, brochures, pamphlets, program reports, policy documents, technical reports, and other documents. The Contractor shall follow all FHWA R&T guidelines for FHWA related documents but may also be tasked to submit documents that comply with the American Association of State Highway Transportation Officials (AASHTO) standards. The reports may vary in length. Older documents may be provided to the Contractor on disk or in other electronic form. Documents destined for publication shall be delivered in camera ready, electronic form (Microsoft Word file format) that complies with Americans for Disability Act "Section 508" standards (see section H.1). The Contractor shall submit documents to the COTR for final approval.

TASK C - COORDINATE AND DELIVER MEETINGS/INFORMATIONAL WORKSHOPS

When tasked, the Contractor shall organize panels, technical meetings, and conferences in support of the development of technical projects and related work. The Contractor shall provide all technical and administrative functions associated with arranging, coordinating, and conducting these events including arranging for meeting locations, contacting participants, making travel arrangements, securing lodging and meeting space, providing for local transportation, developing schedules, circulating meeting notices, arranging for miscellaneous equipment, recording of meeting minutes, purchase of expendable supplies, and other conference support functions. When tasked, the Contractor shall propose to the COTR appropriate individuals from state highway agencies to participate in meeting(s)/informational workshop(s). Finally, the Contractor shall also prepare and distribute meeting information such as confirmation letters with meeting details and agendas to all participants.

TASK D – TECHNOLOGY IMPLEMENTATION

When tasked, the Contractor shall participate in activities to advance the knowledge, understanding, and use of Concrete Pavements and Materials products and services. These activities may include, but are not limited to:

- Assisting FHWA personnel in the planning, preparation, and/or delivery of presentations to government and industry stakeholders, in both national and international forums. Such forums may include technical meetings, informational workshops, conferences, or seminars pertinent to the Concrete Pavement Technology Program.
- Development and delivery of technologies related to the use of the products and services of the concrete pavement program. Additionally, the contractor shall use the materials developed under Task B of this contract to enhance the implementation activities throughout the transportation community and other stakeholder communities. Implementation materials may include agendas, technology related workbooks, PowerPoint slides, and informational workshops. When feasible and practicable, the Contractor shall use distance learning techniques for the implementation of technologies. The Contractor shall provide a break down of costs that support the use of either on-site implementation or distance learning implementation technologies.
- When tasked, the Contractor shall provide support services in the area of equipment demonstration, testing equipment and any other ancillary equipment that is needed in support of the designated equipment to be showcased.

If FHWA does not own a specified technology, upon direction by the COTR, the Contractor shall acquire the technology and any or all equipment and software related to, or required by, the technology. The Contractor shall provide for repairs, routine maintenance, and regular software or hardware updates and support for this equipment.

The concrete pavement program shall identify advanced technologies for demonstration. Upon direction by the COTR, the Contractor shall implement an equipment loan program for State Highway Agencies (SHA). The Contractor shall provide technical and implementation support for the equipment under this loan program. At the end of each loan period, the Contractor shall submit a written report to the COTR detailing the SHA's experience, future needs, recommendations, and whether the SHA will implement the technology state-wide.

TASK E – PROGRESS REPORTS

The Contractor shall submit progress reports (see sample format in Section J, Attachment #1), as required, by task order. The reports shall be submitted to the COTR and the Contract Administrator by email or other specified means, and do not have to be "508" compliant. Each report shall contain concise statements covering the activities relevant to the requirement, including:

- (a) A clear and complete account of the work performed under each task order.
- (b) An outline of the work to be accomplished during the next report period.

- (c) A description of any problem encountered or anticipated that will affect the completion of any individual task order within the time and fiscal constraints as set forth in the task orders, together with recommended solutions to such problems; or, a statement that no problems were encountered.
- (d) A section addressing how the results of the work performed support one or more of the FHWA and Department of Transportation (DOT) strategic goals of safety, mobility, global connectivity, environmental stewardship, security, and organizational excellence.
- (e) A tabulation of the planned, actual and cumulative person-hours expended by the personnel identified in each task order.
- (f) A chart showing current and cumulative expenditures versus planned expenditures.

NOTE: Progress reports shall not exceed more than three pages.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

All deliverables under this contract shall be packed and marked in accordance with best commercial practices to ensure safe and timely delivery.

SHIPMENT AND MARKING

Shipment of deliverable items shall be as follows:

Ship to: Federal Highway Administration

1200 New Jersey Ave, SE
Washington, DC 20590

Mark for: _____

The Contractor shall mark each shipment with the company name, the contract number, the item identification, quantity of items, and notice of partial or final delivery.

The f.o.b. point for all items is specified in Section F.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 All work hereunder shall be subject to review by the Government. The Contracting Officer's Technical Representative shall make acceptance of the final report in writing.

E.2 52.246-4 Inspections of Services—Fixed Price. AUG 1996

E.3 52.246-5 Inspection of Services—Cost Reimbursement. APR 1984

E.4 Accessibility of Electronic and Information Technology

Each Electronic and Information Technology (EIT) product or service furnished under this contract shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), as specified in the contract as a minimum. If the Contracting Officer determines any furnished product or service does not comply with the contract, the Contractor shall be notified in writing, and prompt corrective action shall be taken in accordance with the Inspection clause of this contract. See Section H-Requirements for Implementing Section 508 Standards.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance for issuance of task orders under this IDIQ contract shall be 60 months from date of award, assuming all option periods are exercised. Any task order issued prior to the expiration date of the contract, and not completed within that time, shall be completed by the Contractor within the time specified under the task order. The Contractor is required to abide by the terms and conditions of the contract until the conclusion of the task order performance period. The period of performance for each task order will be specified within the task order document.

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

F.2 PLACE OF DELIVERY

52.247-34 F.O.B. Destination. NOV 1991

All deliverables under the contract shall be delivered F.O.B. Destination, under transmittal letter, to the following address:

Federal Highway Administration

1200 New Jersey Ave, SE
Washington, DC 20590
ATTN:

Progress reports and other items as specified shall be delivered to the Contract Administrator at the following address:

Federal Highway Administration
Office of Acquisition Management
HAAM-30C, Mail Stop: E65-101
1200 New Jersey Ave, SE
Washington, D.C. 20590
Attn: Robin K. Hobbs

F.3 SCHEDULE OF WORK

All tasks set forth in the Statement of Work shall be performed in accordance with the work schedule as negotiated in specific task orders. Performance shall begin on the effective date of the task order.

F.4 52.242-15 Stop-Work Order. (AUG 1989) - Alternate I APR 1984

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TASK ORDER PROCEDURE

All funds expended under this contract shall be incurred, accounted for and invoiced under individual task orders. Cost Reimbursable portions of task orders may be incrementally funded.

It is the Government's intent to provide all contractors awarded a contract under this solicitation a fair opportunity to be considered for each proposed task order. For each requirement under which the Government intends to issue a task order, a Task Order Proposal Request (TOPR) will be sent to each eligible contractor. However, the Government may also issue task orders on a non-competitive basis or limited competitive basis as may be appropriate and authorized by law. The Contracting Officer will select the offer that is considered most advantageous to the Government considering technical merit of each proposal, key personnel, cost, and past performance on other task orders. TOPRs will specify any additional evaluation criteria that will be utilized together with a statement of the relative importance of each criterion. The selection of a contractor to perform a task order is generally not subject to protest (See G.3). Each task order will provide specific information on the work to be performed, the objectives or results desired, a period of performance, deliverables, pricing and other terms specific to the individual task order.

The Contracting Officer will issue TOPRs electronically. In response, the Contractor shall submit to the Contracting Officer a Task Order Proposal (TOP) within the time specified for submission. Task Order Proposals will normally be submitted electronically and will typically contain:

1. Discussion of the technical approach for performing the work.
2. Period of Performance and Schedule of Work.
3. Estimated level of effort, types of staffing and number of hours, including those in (5) below.
4. Travel, per diem, equipment and materials estimates.
5. An estimate for subcontractors and consultants, including direct labor hours and cost information, if applicable.
6. Fixed prices (as applicable).
7. Key personnel with their resumes.
8. Experience and past performance.

The cost for the preparation and submittal of the TOP is the responsibility of the Contractor.

If the Contractor is not able, or does not wish to compete for a specific task order, it must so state in writing to the Contracting Officer in lieu of a TOP. However, Contractors are strongly encouraged to make every effort to explore teaming, subcontracting or other arrangements so as to be able to propose on each offered task order. It is expected that Contractors will propose to

TOPRs which are within their areas of expertise.

G.2 TASK ORDER AWARD

The Contracting Officer may enter into negotiations with those Contractors submitting a TOP, and may request a revised TOP, as the situation may warrant.

The Government will evaluate each TOP in accordance with the stated evaluation criteria, and will award the Task Order to the contractor who offers the best value to the Government.

Upon mutual agreement of the parties as to the work to be performed, the schedule, and the pricing, the FHWA will issue a Task Order. The Contractor shall acknowledge acceptance of the Task Order by signing and returning the OF-347.

Task Orders will contain the following information:

1. Name and signature of the Contracting Officer.
2. Contract Number, Task Order number and Task Order effective date.
3. A description of the task including deliverables.
4. Accounting and appropriation data.
5. The negotiated fixed prices.
6. Document and reporting requirements, as applicable.
7. Delivery or performance schedule.
8. Key Personnel.
9. Billing information.

G.3 AGENCY TASK ORDER OMBUDSMAN

The Contracting Officer's selection decision on each Task Order Proposal Request shall be final and is not subject to protest, except for a protest that the task order increases the scope, period, or maximum value of the contract. Accordingly, in accordance with FAR 16.505 (b)(5), an ombudsman has been appointed to hear and facilitate the resolution of Contractor's concerns resulting from task order award. The existence of the ombudsman does not diminish the authority of the Contracting Officer. Further, the ombudsman does not participate in the evaluation of the proposals or the adjudication of formal contract disputes. Therefore, before consulting with the ombudsman, interested parties must first address their concerns, issues, disagreements and/or recommendations to the Contracting Officer for resolution.

If the Contracting Officer cannot make resolution, interested parties may contact the FHWA ombudsman, _____, at the following address:

Associate Administrator for Administration/Agency Competition Advocate
HAD-1
1200 New Jersey Ave, SE
Washington, DC 20590
E-mail: administration.fhwa@igate.fhwa.dot.gov

G.4 LIMITATION OF FUNDS

Cost reimbursable orders issued under this IDIQ may be incrementally funded. The clause entitled "LIMITATION OF FUNDS" applies to this contract. Any notification required by the clause shall be made in writing to the CO. The Contractor is not authorized to exceed available funding obligated to a particular task order. In the event that the contract is not funded beyond the estimated cost set forth in the schedule, the Contractor shall deliver to the CO the data collected and the material produced or in process or acquired in connection with the performance of the project provided herein together with a summary report in five copies of its progress and accomplishments to date.

G.5 PAYMENT

G.5.1 PAYMENT – COST REIMBURSEMENT (Cost Reimbursement Task Orders)

For cost-plus-fixed-fee task orders, the Contractor may request monthly interim payments for costs incurred during the performance of each specific task order. A statement of costs incurred by the Contractor in the performance of cost-plus-fixed-fee task orders issued under this contract and claimed to constitute allowable costs shall support each monthly interim payment request. Each monthly interim payment request shall be submitted in accordance with "The FHWA Billing Instructions for Cost Reimbursement Contracts" to be considered proper for payment (See Attachment #2). Prior approval of the CO is required if the Contractor wishes to use a different payment request format.

In accordance with clause 52.232-25, "Prompt Payment", monthly interim payments will be made by the 30th day following receipt of proper request for payment by the designated billing office, unless audit or other review is considered necessary to ensure compliance with the terms and conditions of the contract. All interim payments hereunder will be made upon further determination by the CO that the Contractor is making adequate progress toward successful contract completion.

Final invoice payment shall be made upon the CO's determination that all contract requirements have been completed. The payment due date for the final invoice shall be established in accordance with the clause 52.232-25.

G.5.2 PAYMENT OF FIXED PRICE TASK ORDERS

For firm-fixed-price task orders, unless otherwise specified in the individual task order, the Contractor may request payment for the firm-fixed-price specified in the task order upon the Government's acceptance of work under that task order. Partial payment may be made for partial delivery. Satisfactory completion and acceptance of the task order will be made by the COTR.

G.6 INVOICES

Submit all invoices to one of the following invoice addresses:

All invoices and required supporting documents shall be sent via e-mail to the following e-mail address: 9-AMC-AMZ-FHWA-Invoices@faa.gov.

- (a) Include the invoice as an attached PDF document
- (b) Include in the e-mail subject line the following:
 - (i) "Invoice No. #
 - (ii) Contract/Agreement Number
 - (iii) Name of your Company/Organization."
 - (iv) Attention: Robin K. Hobbs

Example: Invoice No. 35 – DTFH61-08-C-00001 – ABC Company – Attention: John Doe

If the invoice and supporting documents exceed 8 MB as an e-mail attachment, the contractor must select one of the other submission options presented below:

Invoices submitted via an overnight service must use the following physical address:

MMAC
FHWA/AMZ-150
6500 S. MacArthur Blvd
Oklahoma City, OK 73169
Attention: Robin K. Hobbs
Express Delivery Point of Contact: April Grisham, 405 954-8269

Invoices may be submitted via regular U.S. Postal Service to the following address:

Federal Highway Administration
Markview Processing
P.O. Box 268865
Oklahoma City OK 73126-8865
Attention: Robin K. Hobbs

All invoices, regardless of submission method, must identify Robin K. Hobbs as the invoicing point of contact.

An invoice submitted to an address other than those identified above after February 1, 2008, will be returned to the vendor as non-conforming.

G.7 INDIRECT COSTS (Applies Only to Cost Type Task Orders)

Pending the establishment of final indirect cost rates which shall be negotiated based on audit of actual costs as provided in Subpart 42.7 of the Federal Acquisition Regulation, the Contractor shall be reimbursed for allowable indirect costs hereunder at the billing rate of ____% [__TO BE NEGOTIATED__]. This INDIRECT COST provision does not operate to waive the LIMITATION OF FUNDS Clause. The Contractor's audited final indirect costs are allowable only insofar as they do not cause the Contractor to exceed the total estimated costs for performance of the contract listed on page 2 (SECTION B) and under the PAYMENT provision above.

G.8 TRAVEL AND PER DIEM

Travel and per diem will be reimbursed in accordance with the Federal Acquisition Regulation

and the Federal Travel Regulations in effect at the time of the travel. Task Orders shall include an estimated cost for travel on a not to exceed basis. Any costs deemed unreasonable will be reduced to a reasonable amount. Improper costs will be disallowed and deducted from the invoice. Any exceptions shall be fully justified, and if at all possible, be approved in advance by the Contracting Officer. All travel shall be scheduled sufficiently in advance to take advantage of available discount rates.

Travel requirements shall be met using the most economical form of transportation available. This includes using connecting rather than direct flights, and reasonable efforts to insure the most economical flights are secured. Simply relying on a travel agent may not be sufficient. If economy class transportation is not available, the invoice must include justification for use of higher class travel indicating dates, times, and flight numbers.

Information on current Federal Travel Regulations and current per diem rates may be obtained at the following web site:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?programId=9704&channelId=-15943&ooId=16365&contentId=17943&pageTypeId=8203&contentType=GSA_BASIC&programPage=%2Fep%2Fprogram%2FgsaBasic.jsp&P=MTT

The Contractor shall always attempt to receive the Government rate for auto rentals and hotel rooms. Authorization letters will be issued to travelers upon request.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

1252.242-73 Contracting Officer's Technical Representative. OCT 1994

The Contracting Officer has designated _____ as Technical Representative (COTR) to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. The COTR IS NOT authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. The Contracting Officer shall authorize any such revision in writing.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TECHNICAL REPORT SPECIFICATIONS

Technical reports under this contract shall be prepared in accordance with the latest version of the Turner-Fairbank Highway Research Center Communications Reference Guide (FHWA-RD-03-074). As an aid to the organizations and individuals producing contract deliverables to TFHRC, online versions of standard publication materials are located at the website, <http://www.tfhrc.gov/qkref/qrgmain.htm> and are available for review and downloading.

All fonts used in the documents must be supplied on the disk so the document will print as it appeared on the contractor's equipment. Files must be included in the programs of origin, such as MS Word, PowerPoint, Excel, etc., so these files can be modified or corrected and re-imported into the full text document. Graphics should be created as separate elements and imported into the text file. An electronic file of each imported graphic shall be delivered. Graphics must be produced in a program that can export an interchange file format that can be imported into the full text. Photos must be in TIF or EPS (GIF and JPEG are acceptable for electronic publishing) with on-screen preview and with line screen appropriate for printing. Files should be provided in a manageable size of 3 Mb or less.

REQUIREMENTS FOR IMPLEMENTING SECTION 508 STANDARDS

In addition to the work requirements specified in this statement of work, vendors shall ensure that all electronic documents prepared will meet the requirements of Section 508 of the Rehabilitation Act. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. Vendors can view Section 508 of the Rehabilitation Act (<http://www.access-board.gov/508.htm>) and the Federal IT Accessibility Initiative (Home Page) (<http://section508.gov/>) for detailed information.

The FHWA has determined that the accessibility requirements contained in the Electronic and Information Technology Accessibility Standards, Section 1194.22, "Web-based intranet and internet information and applications," apply to this work. The standards are available at <http://section508.gov/index.cfm?FuseAction=Content&ID=12>. The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website. If you have further questions, please contact the FHWA contracting officer's technical representative listed in this statement of work.

Electronic documents with images

Provide a text equivalent for every non-text element in all publications prepared in electronic format. Use descriptions (such as, "alt" and "longdesc") for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format (as described in this statement of work) AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. For example, an image that is merely decorative requires only a very brief "text equivalent" description. However, if the image conveys information that is important to the content of the report, then text sufficient to reasonably describe that image and its purpose within the context of the report must be provided.

Electronic documents with complex charts or data tables

When preparing tables that are heavily designed, provide adequate alternate information so that assistive technologies can read them. Identify row and column headers for data tables. Provide the information in a non-linear form. Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.

Electronic documents with forms

When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and Submission of the form, including all directions and cues.

H.2 SUBCONTRACTS - ADVANCE NOTIFICATION AND CONSENT

Under this contract, the requirements of FAR 44.2, CONSENT TO SUBCONTRACTS, have been fulfilled for the following subcontracts:

[as negotiated]

Any future change or revision to the Statement of Work or other applicable aspects of this contract shall include the subcontract(s) only to the extent that performance of the subcontract(s) is directly affected by the change or revision.

H.3 KEY PERSONNEL

1252.237-73 KEY PERSONNEL (MAY 2005)

- (a) The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.
- (b) Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer has been notified of the change.

The Key Personnel under this Contract are:

(Specify key personnel)

H.4 PROPERTY

All working documents and files developed by the Contractor are to become the property of FHWA.

H.5 UNAUTHORIZED DISCLOSURE OF PROPRIETARY INFORMATION

To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete against such companies.

H.6 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

Electronic Access to Contractor Performance Evaluations

FAR 42.15 requires agencies to prepare interim and final evaluations of contractor performance. The U.S. Department of Transportation utilizes the National Institutes of Health (NIH) Contractor Performance System (CPS) to record and maintain past performance information.

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <https://cpscontractor.nih.gov>.

The registration process requires the contractor to identify any individual who will serve as a primary contact and who will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day period. Once the contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying them that a performance evaluation is electronically available for review and comment.

H.7 1252.239-70 Security requirements for unclassified information technology resources. APR 2005

(a) The Contractor shall be responsible for Information Technology security for all systems connected to a Department of Transportation (DOT) network or operated by the Contractor for DOT, regardless of location. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the Contractor has physical or electronic access to DOT's sensitive information that directly supports the mission of DOT. The term "information technology," as used in this clause, means any equipment or interconnected system or subsystem of equipment, including telecommunications equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This includes both major applications and general support systems as defined by OMB Circular A-130. Examples of tasks that require security provisions include:

- (1) Hosting of DOT e-Government sites or other IT operations;
- (2) Acquisition, transmission or analysis of data owned by DOT with significant replacement cost should the contractor's copy be corrupted; and
- (3) Access to DOT general support systems/major applications at a level beyond that granted the general public, e.g. bypassing a firewall.

(b) The Contractor shall develop, provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with applicable Federal Laws that

include, but are not limited to, 40 U.S.C. 11331, the Federal Information Security Management Act (FISMA) of 2002 and the E-Government Act of 2002. The plan shall meet IT security requirements in accordance with Federal and DOT policies and procedures, as they may be amended from time to time during the term of this contract that include, but are not limited to:

- (1) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- (2) National Institute of Standards and Technology (NIST) Guidelines;
- (3) Departmental Information Resource Management Manual (DIRMM) and associated guidelines; and
- (4) DOT Order 1630.2B, Personnel Security Management

(c) Within 30 days after contract award, the contractor shall submit the IT Security Plan to the DOT Contracting Officer for acceptance. This plan shall be consistent with and further detail the approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The plan, as accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the accepted plan.

(d) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to the DOT for acceptance by the DOT Contracting Officer. Such written proof may be furnished either by the Contractor or by a third party. Accreditation must be in accordance with DOT Order 1350.2, which is available from the Contracting Officer upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document, and shall include a final security plan, a risk assessment, security test and evaluation, and disaster recovery/continuity of operations plan. The contractor shall comply with the accepted accreditation documentation.

(e) On an annual basis, the contractor shall submit verification to the Contracting Officer that the IT Security Plan remains valid.

(f) The Contractor will ensure that the following banners are displayed on all DOT systems (both public and private) operated by the contractor prior to allowing anyone access to the system:

Government Warning

****WARNING**WARNING**WARNING****

Unauthorized access is a violation of U.S. Law and Department of Transportation policy, and may result in criminal or administrative penalties. Users shall not access other user's files or system files without proper authority. Absence of access controls IS NOT authorization for

access! DOT information systems and related equipment are intended for communication, transmission, processing and storage of U.S. Government information. These systems and equipment are subject to monitoring by law enforcement and authorized Department officials. Monitoring may result in the acquisition, recording, and analysis of all data being communicated, transmitted, processed or stored in this system by law enforcement and authorized Department officials. Use of this system constitutes consent to such monitoring.

****WARNING**WARNING**WARNING****

(g) The contractor will ensure that the following banner is displayed on all DOT systems that contain Privacy Act information operated by the contractor prior to allowing anyone access to the system:

This system contains information protected under the provisions of the Privacy Act of 1974 (Public Law 93-579). Any privacy information displayed on the screen or printed shall be protected from unauthorized disclosure. Employees who violate privacy safeguards may be subject to disciplinary actions, a fine of up to \$5,000, or both.

(h) Contractor personnel requiring privileged access or limited privileged access to systems operated by the Contractor for DOT or interconnected to a DOT network shall be screened at an appropriate level in accordance with DOT Order 1630.2B, Personnel Security Management, as it may be amended from time to time during the term of this contract.

(i) The Contractor shall ensure that its employees, in performance of the contract performing under this contract, receive annual IT security training in accordance with OMB Circular A-130, FISMA, and NIST requirements, as they may be amended from time to time during the term of this contract, with a specific emphasis on rules of behavior.

(j) The Contractor shall afford the Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of DOT data or to the function of information technology systems operated on behalf of DOT, and to preserve evidence of computer crime.

(k) The Contractor shall incorporate the substance of this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(l) The Contractor shall immediately notify the contracting officer when an employee terminates employment that has access to DOT information systems or data.

H.8 LIMITATION ON FUTURE CONTRACTING

It is agreed by the parties of this contract that the Contractor may be restricted in its future contracting with FHWA in accordance with FAR Part 9.5, Organizational and Consultant

Conflicts of Interest. Should the Contracting Officer determine that issues of OCI exist, action shall be taken in accordance with the above referenced FAR subpart.

H.9 TECHNICAL DIRECTIVES (TDs)

The Contractor shall be responsible to accomplish all tasks related to the Government's requirements delineated in Section C of the basic IDIQ contract, and as specified on individual task orders. During the course of task order performance, the COTR may issue specific TDs. Such directives shall be issued for the purpose of providing technical direction and guidance to the contractor within the overall scope of the contract. The COTR shall submit such directives to the designated Contractor representative (project/program manager) via e-mail. The Contractor shall respond with a rough order of magnitude cost estimate (ROM), which may include labor categories, number of hours, rates, travel, and material as applicable, or as otherwise required by the COTR. Upon written approval by the COTR, the contractor may proceed with performance.

No TD issued by the COTR shall constitute a change to the terms and conditions of the task order or the basic IDIQ contract. In accordance with FAR clause 52.243-7 Notification of Changes, the contractor is required to promptly notify the Contracting Officer if it feels that a TD has altered any of the terms and conditions of the task order or the basic IDIQ contract.

SECTION I - CONTRACT CLAUSES

Printing Restrictions

All printing funded by this agreement must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

52.252-4 Alterations in Contract. (APR 1984)

Portions of this contract are altered as follows: None

52.215-19 Notification of Ownership Changes. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their

costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and,

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.252-2 Clauses Incorporated by Reference. FEB 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.202-1	Definitions.	JUL 2004
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	SEP 2006
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper.	AUG 2000
52.204-7	Central Contractor Registration.	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	SEP 2006
52.215-2	Audit and Records – Negotiation.	JUN 1999
52.215-8	Order of Precedence - Uniform Contract Format.	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications.	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data.	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications.	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications.	OCT 1997
52.216-7	Allowable Cost and Payment.	DEC 2002
52.216-8	Fixed Fee.	MAR 1997
52.216-18	Ordering.	OCT 1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 60 months after award, if all options are exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19	Order Limitations.	OCT 1995
52.216-22	Indefinite Quantity.	OCT 1995
52.219-8	Utilization of Small Business Concerns.	MAY 2004
52.219-9	Small Business Subcontracting Plan.	SEP 2006
52.219-14	Limitations on Subcontracting.	DEC 1996
52.222-2	Payment for Overtime Premiums.	JUL 1990
52.222-3	Convict Labor.	JUN 2003
52.222-21	Prohibition of Segregated Facilities.	FEB 1999
52.222-2	Payment for Overtime Premiums.	JUL 1990
52.222-26	Equal Opportunity.	MAR 2007
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	SEP 2006
52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	SEP 2006
52.223-5	Pollution Prevention and Right-to-Know Information.	AUG 2003
52.223-6	Drug-Free Workplace.	MAY 2001
52.223-14	Toxic Chemical Release Reporting.	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases.	FEB 2006
52.227-1	Authorization and Consent.	JUL 1995
52.227-14	Rights in Data—General.	JUN 1987
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.232-1	Payments.	APR 1984
52.232-8	Discounts for Prompt Payment.	FEB 2002
52.232-17	Interest.	JUN 1996
52.232-20	Limitation of Cost.	APR 1984
52.232-22	Limitation of Funds.	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt payment.	OCT 2003 -- Alternate I FEB 2002
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration.	OCT 2003
52.233-1	Disputes.	JUL 2002
52.233-3	Protest after Award.	AUG 1996 - Alternate I JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim.	OCT 2004
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	MAY 2001
52.242-4	Certification of Final Indirect Costs.	JAN 1997

- 52.242-13 Bankruptcy. JUL 1995
- 52.243-1 Changes—Fixed Price. AUG 1987 - Alternate I APR 1984
- 52.243-2 Changes—Cost-Reimbursement. AUG 1987 - Alternate I APR 1984
- 52.243-7 Notification of Changes. APR 1984
- 52.244-2 Subcontracts. AUG 1998 - Alternate II JAN 2006
- 52.244-5 Competition in Subcontracting. DEC 1996
- 52.244-6 Subcontracts for Commercial Items. MAR 2007
- 52.246-25 Limitation of Liability - Services. FEB 1997
- 52.249-6 Termination (Cost-Reimbursement). MAY 2004
- 52.249-8 Default (Fixed-Price Supply and Service). APR 1984
- 52.249-14 Excusable Delays. APR 1984
- 52.253-1 Computer Generated Forms. JAN 1991

II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATIONS (48 CHAPTER 12) CLAUSES

- 1252.223-71 Accident and fire reporting. APR 2005
- 1252.223-73 Seat belt use policies and programs. MAY 2005
- 1252.235-70 Research misconduct. APR 2005
- 1252.237-70 Qualifications of Contractor Employees. APR 2005
- 1252.237-71 Certification of data. APR 2005
- 1252.239-71 Information technology security plan and accreditation. APR 2005
- 1252.242-72 Dissemination of contract information. OCT 1994

SECTION J - LIST OF ATTACHMENTS

1. Sample Format for Monthly Progress Reports – 1 page
2. Billing Instructions - Cost Reimbursement Contracts - 5 pages
3. Sample Format - Price Proposal Budget Summary - 2 pages
4. Disclosure of Lobbying Activities – 2 pages
5. Notice to Offeror – 1 page
6. Past Performance Questionnaire-3 pages

NOTE: Offeror may call in for a copy of these documents if needed.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS OR QUOTERS

K.1 52.204-8 Annual Representations and Certifications.

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is \$4.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.2 FH.3 OTHER COMMUNICATIONS

To facilitate communications, please provide your Telefax (FAX) number, if available.

FAX Number: _____

K.3 FH.4 FEDERAL PROCUREMENT DATA

Each Contractor receiving an award over \$25,000 will be requested to provide the information as set forth below:

(1) DUNS Number: _____

(This number is assigned by Dun and Bradstreet, Inc. If the number is not known, it can be obtained from the local Dun and Bradstreet office.)

(2) Home Office County and Congressional District: _____

(3) Congressional District of the Principal place of performance:

K.4 FH.2 NOTIFICATION OF DEFECTIVE INVOICES

Each Contractor receiving an award will be requested to identify a person or office to be contacted for prompt notification regarding the receipt by the Government of a defective invoice.

Name _____

Title _____

Address _____

City & State _____ Zip Code _____

Area Code _____ Telephone No. _____

Telex No. _____ TWX _____

TO BE COMPLETED BY OFFEROR

NAME: _____ DATE: _____

BY: _____
(Signature) (Title)

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO THE OFFEROR
OR QUOTER**

(Please show the RFP number and closing date on the forwarding envelope)

NOTE OFFERORS: This procurement is a set-aside reserved for small business concerns.

The address for the Office of Acquisition Management is:

U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition Management
Mail Stop: E65-101
1200 New Jersey Avenue, SE
Washington, DC 20590

NOTE: Security procedures prohibit non-uniformed couriers from delivering material directly to offices in the DOT building. Only uniformed couriers from FedEx, DHL, and the United Parcel Service, who are dressed in a uniform bearing their organization's name and possessing official identification, may deliver proposals or sealed bids directly to the Office of Acquisition Management. Other couriers and individuals must deliver material to the mail room/visitor's center at the new building's main entrance at 1200 New Jersey Avenue, SE. The guard will accept the material, dismiss the courier, and then the material will be examined and x-rayed prior to being delivered to the Office of Acquisition Management through the normal building mail delivery procedures, which could add one or more working days. Alternatively, offerors may ask the guard to call the Acquisition Office (x64232) to have someone come down and accept the material once it has been examined; while we will do our best to accommodate such requests, FHWA is not responsible if someone is not immediately available to pick up your proposal. Offerors must make allowances for these procedures in order to assure that offers arrive on time. **Bids/offers must be received by the Office of Acquisition Management by the time and date due, to be considered timely,** not just delivered to the mail room/visitor's center. To assist in expediting delivery, the outside of the envelope/package containing the offer must be marked with the completed Optional Form 17, Offer Label, available on line at <http://www.fhwa.dot.gov/aaa/forms.htm> or Attachment #5.

Further, please be advised that all of our mail (items handled by the U.S. Postal Service) is sent out of town for scanning and irradiation prior to delivery to the building. This process can add several days to your mailing time, even from local addresses.

Please keep these factors in mind as you determine the best means to deliver your proposal so as to ensure delivery in the Office of Acquisition Management by no later than 3:00 PM Eastern Time on the date identified on SF-33, Block 9.

Please direct all questions to Ms. Robin K. Hobbs at email, Robin.Hobbs@dot.gov or phone number, (202) 366-4004.

NOTE: With respect to The Procurement Integrity Act requirements regarding "proprietary information," your attention is directed to FAR 3.104-4(d)(1), (2) and (3).

NOTE: Facsimile proposals will not be considered for this solicitation.

**52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
(OCT 2003)**

NOTE: Pursuant to FAR 52.215-1 (MAY 2001), subparagraph (f)(4), the Government intends to evaluate proposals and make awards without discussion with Offeror. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer determines that they are necessary.

*******ALERT***** FRAUDULENT CCR LETTERS*******

Recently, current U. S. Department of Transportation (DOT) contractors and potential contractors have received fraudulent letters purporting to be issued by DOT. These fraudulent letters request that current or potential contractors register in the DOD Central Contractor Registration System (CCR). If you receive such a letter, please DO NOT complete the requested CCR worksheet that is attached to the letters and DO NOT release any information to the facsimile number cited in the letter. Please be aware that no Federal agency requires any confidential information to be submitted to verify CCR registration. The CCR is a legitimate government system. However, to register, contractors should go directly through the CCR website and never through a third party. There is no requirement to send information directly to any Federal agency. For information on how to register in the CCR, please visit website www.ccr.gov <<http://www.ccr.gov/>> or <<http://www.ccr.gov/index.cfm>>.

52.215-16 FACILITIES CAPITAL COST OF MONEY (OCT 1997)

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

52.216-1 Type of Contract. (APR 1984)

The Government contemplates single or multiple awards of Indefinite Delivery, Indefinite Quantity contracts resulting from this solicitation.

INSTRUCTIONS FOR PREPARATION OF PROPOSALS

NOTE: The Government's evaluation criteria are delineated in Section M, herein. The Offeror is advised to carefully review Section M in preparing their proposal submissions.

NOTE: For proposal preparation purposes, assume an estimated award date of August 1, 2008.

NOTE: The Offeror shall indicate under Volume I of the proposal the name(s) and title(s)

of the person(s) who actually writes the proposal and his/her relationship to the offering company.

PROPOSAL FORMAT

The Offeror shall submit the following:

1. RFP Section A. Blocks 12 through 18 of Standard Form 33 must be filled in as appropriate, signed and returned with the offer.
2. In addition, submit one original and five copies of the proposal volumes.

Proposal Submittal Location

The original proposal and five copies shall be submitted to the following address.

Mailing Address: Federal Highway Administration
Office of Acquisition Management
1200 New Jersey Ave, SE, Mail Stop: E65-101
Washington, DC 20590
Attn: Ms. Robin K. Hobbs (HAAM-30C)

VOLUME I - “TECHNICAL PROPOSAL” This volume shall consist of four parts:

Part I-Management & Technical Proposal

Part II-Staffing Proposal

Part III-Past Performance

Part IV-Quality Assurance

The combined total page count of Volume I shall not exceed 75 pages including text, figures, and tables. Resumes and appendices will not be counted against the 75 page limit. Should the Offeror choose to include a Title Page and/or a Table of Contents, these will not be counted against the 75 pages limit. In the event an Offeror exceeds the 75 page limitation, the Government will evaluate only the first 75 pages of the proposal.

Parts I, II, III, and IV of Volume I shall be bound together in a single binder that is separate from Volume II.

VOLUME II - “BUSINESS AND COST/PRICE PROPOSAL.” This volume shall be bound separately from Volume I. Volume II shall consist of the following parts:

Part I – Cost/Price Information

Part II – Other Financial/Organizational Information

There is no page limit to Volume II.

The format for both Volume I and Volume II shall be as follows:

1. Proposals shall be prepared on 8½ x 11 inch paper except for foldouts used for charts, tables or figures, which shall not exceed 11 x 17 inches. Foldouts shall not be used for text, and shall count as two pages.
2. A page is defined as one side of an 8 ½ by 11 inch paper. Therefore, a piece of paper with printing on both sides is considered two pages.
3. Text shall be printed using a font size no less than 12 cpi.
4. Page margins shall be a minimum of 1 inch top, bottom and each side.
5. No cost/price data shall be included in Volume I.

VOLUME I - TECHNICAL PROPOSAL

PART I - MANAGEMENT & TECHNICAL PROPOSAL

A technical dissertation describing in detail the proposed technical and management approach to meeting the requirements of the SOW, if awarded a contract. Include the following elements in your management and technical proposal:

a) **Technical Approach**

Demonstrate your understanding of the overall objectives of the SOW and describe your technical approach to meeting these objectives. A discussion of the Offeror's relevant experience and capability in the areas identified under tasks A – E delineated in Section C, and a separate section on expertise related to concrete pavements, concrete materials, concrete pavement rehabilitation, design and analysis, and environmental effects.

b) **Management Approach**

Demonstrate your organizational and program management capabilities. A detailed management and organizational plan for supporting the Concrete Pavement Technology Program should be provided. The plan should address the following areas:

- The program/project management methodology which will be used throughout the life of the contract, including internal organizational hierarchy and lines of communication.
- All teaming or partnership arrangements and subcontractor/consultant relationships should be described.
- The methods of coordination and communication between the contractor team members and subcontractors, as well as the various roles and responsibilities of each should be delineated.
- Your overall capability to provide the variety of personnel required, and to coordinate and manage a program of this scope should be fully demonstrated
- Delineate how you will provide the Government with timely, quality, and responsive customer service.
- Describe your plans for filling differing types of vacancies that may occur due to poor performance, retirement, normal turnover, or that may result from Government changes during the life of the contract.

- State your organizational approach to motivating, rewarding, recruiting, incentivizing, and training employees.

c) State Highway Coordination Experience

Describe the nature and extent of your experience coordinating and effectively working with State Highway Agencies and other stakeholders in implementing a national concrete technology program.

PART II – STAFFING PROPOSAL

The Staffing Proposal shall consist of the names of all personnel shown in the Level of Effort chart below and the labor category they will occupy. Include a clear description of each of the proposed staff's role as they relate to the tasks specified in Section C. Resumes of all KEY personnel shall also be included. The resumes shall clearly identify and describe the individual's education and experience. If offerors wish to highlight other personnel not listed below, but who may be available for particular tasks, offerors should include their resume as well as a description of how they might add value to the activities described in Section C. Resumes for other staff members may be required for individual task order proposals. If the specified individuals described in the Government's Level of Effort below are not currently employed by your organization, or if task orders are issued requiring additional outside expertise, describe your plan for recruiting the additional staffing. Provide letters of commitment for new hires. Provide a plan to backfill these positions if an individual leaves the project to ensure coverage. If subcontracting for professional staffing is required, indicate the number and types to be subcontracted to other sources, and discuss how you will manage such an arrangement, and describe how it will facilitate meeting the Government's ongoing requirements in an expeditious manner.

STAFFING REQUIREMENTS

Due to the technical nature of the work required under this contract, the following categories of professional staffing, shall be assigned to this contract and must meet the following qualifications described below. Other combinations of staffing and assignments may be submitted for consideration but these shall be clearly referenced to positions and expected responsibilities as outlined in this section.

Project Manager (PM) - The Project Manager should have considerable knowledge and experience within highway: concrete pavements, concrete materials, concrete construction, concrete pavement rehabilitation, concrete pavement, design and analysis, and environmental effects. The recommended minimum education requirement is a bachelor's of science degree in Civil Engineering. A Master's degree in Civil Engineering is desirable. The PM shall have approximately 15 years highway engineering related experience and shall be a Licensed Professional Engineer. This individual should also possess administrative skills, have experience managing a staff of at least five employees and have experience dealing with senior level staff of outside organizations. The PM shall be the lead for all tasks.

Senior Engineers - Senior Engineers are expected to be the lead persons that will conduct the core work under tasks "A and B". Senior Engineers must be knowledgeable in concrete

pavements, concrete materials, concrete construction, concrete pavement rehabilitation, concrete pavement, design and analysis, and environmental effects. All Senior Engineers shall have at least an undergraduate degree in Civil Engineering with approximately 10 years of experience and be a Licensed Professional Engineer.

Junior Engineers - Staff Engineers are expected to assist the Senior Engineer and must have some knowledge in concrete pavements, concrete materials, concrete construction, concrete pavement rehabilitation, concrete pavement, design and analysis, and environmental effects. All Staff Engineers shall have at least an undergraduate degree in Civil Engineering with approximately 1 to 3 years of experience and possess an Engineer in Training (EIT) certificate.

Senior Technicians – Senior Technicians are expected to assist the Junior Engineers for any and all tasks for which they are involved. As such, these individuals shall have an aptitude for engineering fundamentals, be conscientious and diligent, and be able to follow specific guidelines and policies. Senior Technicians shall have a minimum of five years of direct experience in highway engineering.

Junior Technicians – Junior Technicians are expected to assist the Senior Technicians in all tasks for which they are involved. As such, these individuals shall have an aptitude for engineering fundamentals, be conscientious and diligent, and be able to follow specific guidelines and policies. Junior Technicians shall have basic engineering aptitude and be willing and capable of being trained.

ESTIMATED LEVEL OF EFFORT

The Government's estimate of staffing is shown below. The offeror is directed to propose in accordance with the labor categories and number of hours per year listed below. This estimate is the Government's anticipated level of effort and is provided for proposal preparation purposes only. The Government's actual requirements will be established during the course of contract performance through the issuance of Task Orders.

Labor Categories (Key Personnel)	Base Year 1	Base Year 2	Option Year 1	Option Year 2	Option Year 3	Total
	Hours/yr	Hours/yr	Hours/yr	Hours/yr	Hours/yr	Hours
Program Manager	104	104	104	104	104	520
Senior Engineer	1040	1040	1040	1040	1040	5200
Junior Engineer	832	832	832	832	832	4160
Senior Technician	624	624	624	624	624	3120
Junior Technician	1040	1040	1040	1040	1040	5200
Technical Writer	624	624	624	624	624	3120

Editor	624	624	624	624	624	3120
Meeting Facilitator	1040	1040	1040	1040	1040	5200
Administrative Assistant	2080	2080	2080	2080	2080	10400
TOTAL	8008	8008	8008	8008	8008	40040

PART III - PAST PERFORMANCE

One copy of three (3) customer references (see questionnaire at Attachment 6) for recent and relevant efforts shall be submitted with the technical proposal designated as “Original”. The completed questionnaires shall be from independent sources. Offerors must submit each completed customer questionnaire in a separate envelope that has been sealed by the customer for confidentiality. The Government may contact the customer point of contact (POC) for verification. POC telephone and facsimile numbers must be accurate and current. The CO will consider such performance information along with other factors in determining whether the Offeror is to be considered responsible, as defined in FAR 9.101. The Offeror is responsible for ensuring the questionnaires are completed in a timely manner and are submitted with its proposal. Offerors with no relevant past performance information will be rated neutral for this evaluation factor which is listed in Section M.

List any contract that was terminated for convenience of the Government within the past 3 years, and any contract that was terminated for default within the past 5 years. Briefly explain the circumstances in each instance.

PART IV – QUALITY ASSURANCE

Quality Assurance is the contractor’s approach to ensuring that the overall requirements of the SOW and the IDIQ contract are being successfully met.

Please include the following:

- A discussion of how you define quality performance, how and when you will measure it, and what steps will be taken should performance not meet the SOW or contract standards. Include any relevant metrics and contractor surveillance plan. Describe the type of records to be kept which document the above plans and actions.

VOLUME II - BUSINESS AND COST/PRICE PROPOSAL

PART I - COST/PRICE INFORMATION

Your cost or price proposal shall be specific, complete in every detail, and separate from Volume I. No cost figures must be shown either in the forwarding letter or in the technical or staffing

proposals.

This volume shall include all pricing information and certain general financial/organizational information, as described below:

OFFER

Blocks 12 through 18 of Standard Form 33 (Page 1 of this RFP) must be filled in as appropriate, signed and returned with the offer.

Standard Form LLL, Disclosure of Lobbying Activities must be completed and submitted as a part of your cost/price proposal. The Form as revised in 1997 is available at <http://www.whitehouse.gov/OMB/grants/index.html> under the forms section. The form is also provided as Attachment No. 4.

COST OR PRICE PROPOSAL

A. General.

1. Submit a budget summary for the entire 60-month contract period of performance and a separate summary for each year of the project (see Attachment 3). Budget summaries shall clearly identify the following information as applicable:

- a. Labor Rates - Direct labor-by-labor categories to include hours, rates and escalation. Anticipated promotions for any personnel shall be included with the escalation calculation. The annual direct labor escalation rate and its basis shall be clearly stated with the proposal. Discuss your proposed rate as compared to historical experience and include when and how escalation will be calculated/implemented. State the number of any additional direct labor (new hires) that will be required during the performance period of this acquisition.
- b. Productive Hours – Detail how you define “direct productive hours” and how vacation, sick and other types of leave are accrued, accounted for, and charged.
- c. Indirect Rates – Discuss your proposed rates for all years. Identify all the various specific indirect rates and how they are applied/calculated.

Offeror must provide dollar values as well as percentages. What will the impact be to your indirect rates if awarded this contract?

- d. Subcontracting/Consultants: If Subcontractors and/or individual consultants will be used in carrying out the requirements of this project, the following information concerning the Subcontractor shall be furnished:
 - (1) Name and address of the Subcontractor or consultant.
 - (2) Identify the individual’s name, positions and the portion of work to be conducted by the Subcontractor or consultant.

- (3) Cost/price proposal (with supporting information as necessary).

NOTE: Prime Contractor/Offeror is responsible for performing a cost/price analysis on all their proposed Subcontractors/consultants in accordance with FAR 15.404-3. *A cost/price analysis report must accompany each named Consultant/consultant as defined at FAR 15.404-3.*

- (4) A letter or other statement from each proposed consultant and/or Subcontractor indicating that they have been approached on the matter of participation in this project and are willing and able to do so in the terms indicated.

- e. **Other Direct Costs:** For proposal purposes only, offerors must include the following amounts in their proposals for travel and Other Direct Costs (to include equipment, materials, supplies, etc):

- Travel—\$36,000 for each year of contract performance, for a total of \$180,000 for all five years
- ODCs—\$79,600 for each year of contract performance, for a total of \$398,000 for all five years

Other Division: If other divisions, subsidiaries, a parent or affiliated companies, will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your inter company pricing policy.

Right of Examination: By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award. The Federal Highway Administration may use an independent Contractor for cost and price analyses.

- f. **Profit/Fee:** Offeror shall include a proposed fee and its application base. The Government anticipates awarding some cost-plus-fixed-fee task orders.

PART II - OTHER FINANCIAL/ORGANIZATIONAL INFORMATION

1. General Information. You must attach a supplemental sheet providing the following information:
 - a. Indicate your fiscal year period (provide month to month dates).
 - b. Indicate whether the proposed indirect cost rate(s) have been audited and accepted by any Federal audit agency. Give name, location and telephone number of the agency, and the date of acceptance. If no Federal audit has taken place, data supporting the proposed rates over the past three years must accompany the cost proposal. The data shall include a breakdown of the items comprising overhead and G&A, and the base upon which the burdens are computed.

- c. Indicate whether your system of control of Government property has been approved by a Government agency. If so, provide the name, location and telephone number of the Government agency, and date of approval.
- d. Indicate whether written purchasing procedures exist, and whether your purchasing system has been approved by a Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- e. Indicate whether your cost estimating system has been approved by any Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- f. Indicate whether your cost accumulation system has been approved by any Government agency. If so, provide the name, location and telephone number of the cognizant agency, and date of approval.
- g. Attach a current financial statement, including a balance sheet and income statement for the last completed fiscal year. Specify resources available to perform the contract without assistance from any other source. If sufficient funds are not available, indicate the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
- h. Your DUNS and TIN numbers.

NOTE: In addition to the Technical and Cost Volumes for RFP DTFH61-08-R-00015, offerors shall submit a task order proposal in one volume that includes the technical and cost proposal for Task Order Proposal Request #08001.

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mr. Frank Waltos, Mail Stop: E65-101, 1200 New Jersey Ave, SE, Washington, D.C. 20590.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

I. FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will

make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.arnet.gov/far> or <http://www.dot.gov/ost/m60>.

52.215-8 Order of Precedence Uniform Contract Format (OCT 1997)

I. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12) SOLICITATION PROVISIONS

52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: None.

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Department of Transportation Acquisition Regulation (48 CFR Chapter 12) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the regulation.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.217-5 Evaluation of Options. (JULY 1990)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

M.2 Evaluation Criteria

The Government's source selection decision will be based on a Best Value, Trade-off process using the following three factors, further defined below: (A) Technical; (B) Price; (C) Past Performance. When combined, Technical and Past Performance are more important than Price. As differences in technical and past performance ratings and evaluations become narrower, price will increasingly become more important as a factor. An expanded definition for each of these factors is delineated below.

A. Technical

Technical proposals will be evaluated on the following criteria listed in order of descending importance:

1. Staffing / Qualifications of Key Personnel

The relevancy, depth, and breadth of experience and education for proposed personnel and subcontractors, and the extent to which they meet the Government's needs as specified within this solicitation.

2. Technical, Management, and Organizational Capability

(a) Technical approach to meeting the requirements of the SOW, including the relevancy, depth and breadth of the offeror's experience, and that of its team, in the areas of:

- Development and delivery of new technologies for concrete Pavements
- Concrete Materials
- Concrete Pavement Rehabilitation
- Design and Analysis
- Environmental Effects.

(b) Capability of organization itself to manage and coordinate efforts of the type delineated in the SOW, including its planned efforts to motivate, reward, incentivize, recruit, retain, and train its employees.

(c) Demonstrated ability to successfully communicate and coordinate efforts with State Highway Agencies (SHA), partners, and customers in implementing a national concrete technology program.

3. Quality Assurance

The extent to which the Government believes the contractor's plan to define, measure, monitor and correct performance adequately reflects the requirement, and acts to ensure quality performance. Specific performance metrics (as applicable) and the means of surveillance are examples of factors the Government may consider in its evaluation of the plan.

B. Cost

In addition to the criteria listed above, cost will be considered in the award decision, and will be evaluated by analyzing the proposed Labor Rates, Indirect Overhead Rates, and Fixed Fee.

C. Past Performance

The Government will evaluate the relevant merits of each offeror's past performance on the basis of its reputation with its former customers. The lack of a relevant or recent past performance record will result in a rating of neutral. The Government may review some or all of the following past performance areas:

- Timeliness;
- Delivery or Performance;
- Problem Responsiveness;
- Quality of Purchased Product or Services;
- Cost Control;
- Technical Support; and
- Delivered Quantities.

In evaluating Past Performance, the Government may consider information provided by offerors in their proposal submissions, as well as any other information available to the Government.

**FORMAT
FOR
MONTHLY PROGRESS REPORTS**

A. Accomplishments/Significant Findings this Period:

B. Work Planned for Next Period:

C. Effort Expended by Key Personnel:

Effort (Staff-Hours)

Employee Name

Contract Time
Allocated

Cumulative
Last Period

Cumulative
This Period

Senior Project Manager:

Other Key People:

D. Identification of Problems/Recommended Solutions:

Department of Transportation
Federal Highway Administration
Office of Acquisition Management

Billing Instructions

Cost Reimbursement Contracts

1. **Introduction**

Reimbursement procedures related to negotiated cost-type contracts involving the preparation and submission by Contractors of properly prepared vouchers to the Government. These instructions are provided for the use of Contractors in the preparation and submission of vouchers requesting reimbursement for work performed under the contract. The submission of vouchers as suggested herein will keep the correspondence and other causes for delay to a minimum and will thus assure prompt payment to the Contractor.

2. **Forms to be Used**

In requesting reimbursement, Contractors are urged to use the regular Government voucher forms, "Public Voucher for Purchases and Services Other than Personal," SF-1034* (Exhibit A), and "Public Voucher for Purchases and Services Other than Personal - Continuation Sheet," SF-1035* (Exhibit B). The Contractor may also use its own forms, provided the Contractor's forms follow the format of SF-1034 and SF-1035.

*Offeror may contact Robin Hobbs for a copy of these documents, if needed. The documents are not included in the electronic version of the RFP.

3. **Preparation**

Each billing shall be prepared in an original and two copies, arranged in two parts as follows, and submitted at intervals as specified by the terms of the contract. Each billing must be sequentially numbered, beginning with one (1) for each contract. Billings for different contracts may not be co-mingled on a single billing.

Part I - Summary of All Costs (See Exhibit A Attached)

This portion consists of a listing of cost elements for each CLIN, by general categories, i.e., direct labor, overhead, etc., showing the amounts incurred during the period covered by the billing. The reimbursement costs incurred, and the dates for the period for which billing is made, must fall within the period as set forth in the contract.

The Contractor shall include the following signed certification for support service contracts:

“I certify that the hours and/or materials identified are allocable to the job being billed and that the costs are justified as attributable solely to the performance of this Government contract.”

The Contractor shall include the following signed certification for all other cost reimbursement contracts other than support services:

“I certify that all payments requested have been incurred, are allocable to this contract and have not been billed previously.”

Part II - Details of Direct and Indirect Costs:

This part consists of a detailed statement of direct and indirect costs and supports each category of costs shown in Part I. The Contractor shall include a breakdown for the current billing period and cumulative totals since contract execution. The detailed information to be continued in Part II is to assist the Contracting Officer and program office personnel in verifying voucher vis-à-vis contract performance. The categories of costs should be itemized and described as follows:

a. Direct Labor

Direct labor costs consist of salaries and wages paid for scientific, technical, and other work performed pursuant to the terms of the contract and shall be billed as follows:

List employees whose salaries or wages, or portions thereof, were charged to the contract; show the name, title, rate, days (or hours) worked and amount for each individual. Indicate if the labor rates include fringe benefits. If it is the Contractor's established practice to treat fringe benefits as a direct cost at a percentage of total labor costs, show the rate and amount as a separate item. If it is the Contractor's established practice to treat fringe benefits as an indirect cost, such costs shall be billed separately as an indirect cost item.

The cost of direct labor charged directly to the contract shall be supported by time records maintained in the Contractor's office.

NOTE: Fringe benefits, bonuses, etc., are usually treated as indirect costs for inclusion in the overhead pool; however, they may be treated as direct labor costs or as “Other Direct Costs” if this treatment is in accordance with generally accepted accounting standards.

Premium pay is the difference between the rates normally paid on a straight time basis, and amounts paid for overtime or shift work. Such pay is not included in the direct labor and shall not be included in the billing for "direct labor" unless the Contractor has permission to utilize premium rates.

Unless provided for in the contract, premium pay must be authorized by the Contracting Officer in advance. Billings for unauthorized premium pay cause delays in payment due to suspensions and exchange of correspondence. Citations to authorizations for premium pay will avoid delays in payment.

Authorized premium pay may be shown in Part I as a single item; in Part II it must be separately itemized for each position or job category showing the amount and a citation of the Contracting Officer's letter of authorization.

If there is an annual escalation clause for direct labor in the contract, these rates shall not be exceeded in the billings.

b. **Materials and Supplies**

Only those items which the Contractor normally treats as "direct costs" shall be claimed under this heading. Items costing less than \$25 should be listed by category of materials or supplies (e.g., film, rentals, office supplies). Materials and supplies which exceed a unit price of \$25 should be billed separately. Show the description and dollar amount of individual items. All materials and supplies charges must be supported by the Contractor's records.

c. **Other Direct Costs**

NOTE: Other direct costs represent expenses related directly to the contract, provided such expenses are consistently treated as direct costs rather than indirect costs.

d. **Travel**

When authorized in the contract as a direct cost, travel costs directly related to specific contract performance may be billed as a direct cost. Travel costs detail in Part II shall include:

1. Name of traveler and official title.
2. Purpose of trip.

3. Dates of departure and return to starting point (station or airport).
4. Transportation costs, identified as to rail, air, private automobile (including mileage and rate) and taxi.
5. Unless otherwise authorized, travel costs will be reimbursed based on DOT Travel Regulations. This regulation provides for CONUS Per Diem reimbursement prescribed by GSA. Current regulation limits first and last days of travel to 3/4 Per Diem for each day.

If travel is made at other than economy fares, a statement shall be included indicating the reason for the deviation. Also, a copy of the air or rail ticket shall be included.

e. **Consultant Fees**

Part II of the voucher shall include the consultant's name, rate, number of days or parts of days and the total amount of charges.

f. **Subcontract Payments**

The voucher shall include the name of the subcontractor and the total amount of charges, supported by a breakdown by elements of cost.

g. **Equipment**

Nonexpendable equipment must be identified, showing name of article, make, model, number of units, unit cost, and total cost.

h. **Indirect Costs**

Pending the establishment of final negotiated indirect rates for the Contractor's fiscal year or period of contract, whichever is applicable, indirect costs, i.e., overhead, fringe benefits and general and administrative expense must be billed at rates set forth in the contract. Rates can be changed during performance of the contract only by contract modification. When the rates are changed, the Contractor shall show revised rates on succeeding vouchers.

i. **Fixed-Fee**

Fixed-Fee is to be billed in accordance with the terms of the contract.

j. **Cost of Money**

If applicable, cost of money shall be billed at rates set forth in the contract.

k. **Withholding**

Indicate the amount of cost/fee to be deducted from the cost subtotal, along with the percentage of withholding, as set forth in the contract.

SAMPLE FORMAT

PRICE PROPOSAL BUDGET SUMMARY*Please provide on a yearly basis***I. DIRECT LABOR**

{List each proposed individual or labor category (insert additional lines if needed). Indicate if escalation is included and how it is applied. Please provide a budget summary for each task.}

<i>Staffing</i>	<i>Estimated Hours</i>	<i>Hourly Rate</i>	<i>Estimated Cost</i>
<i>Total Direct Labor</i>			

II. LABOR OVERHEAD

Overhead Rate:

Estimated Cost:

III. SUBCONTRACTOR

Direct Labor:

<i>Staffing</i>	<i>Estimated Hours</i>	<i>Hourly Rate</i>	<i>Estimated Cost</i>
<i>Total Direct Labor</i>			

Overhead Rate:

Other Direct Costs:

Travel:

G&A Rate:

Fee:

Total Estimated Cost:

IV. TRAVEL

Total Estimated Cost:

V. OTHER DIRECT COSTS

Total Estimated Cost:

VI. GENERAL & ADMINISTRATIVE (G&A) EXPENSE

G&A Rate: Estimated Cost:

VII. TOTAL ESTIMATED COST: \$ _____

VIII. TOTAL FIXED FEE: \$ _____

IX. TOTAL ESTIMATED COST AND FEE: \$ _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: ____ a. contract ____ b. grant ____ c. cooperative agreement ____ d. loan ____ e. loan guarantee ____ f. loan insurance	2. Status of Federal Action: ____ a. bid /offer/application ____ b. initial award ____ c. post award	3. Report Type: ____ a. initial filing ____ b. material change For Material Change Only: year ____ quarter ____ date of last report _____
4. Name and Address of Reporting Entry: ____ Prime ____ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entry in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure		Signature: _____ Print Name: _____ Title:
Federal Use Only:		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97) Approved by OMB 0348-0046

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks ASubawardee@ then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., ARFP-DE-90-001.@
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in items 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official that sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

OF-17 (12/93) Offer Label FAR (48) CFR 53.214(g)) FAR (48) CFR 53.215-1(h))
NOTICE TO OFFEROR

1. **This label may only be used on envelopes larger than 156 mm (6 1/8 inches) in height and 292 mm (11 1/2 inches) in length.**
2. Print or type your name and address in the UPPER left corner of the envelope containing your offer.
3. Complete the bottom portion of this form and paste it on the LOWER left corner of the envelope, unless the envelope is 156 mm by 292 mm (6 1/8 inches by 11 1/2 inches) or smaller.

OFFER
SAMPLE
SOLICITATION NO.: <u>DTFH61-08-R-00015</u>
DATE FOR RECEIPT OF OFFERS: <u>05/23/2008</u>
TIME FOR RECEIPT OF OFFERS: <u>3:00 PM</u>
OFFICE DESIGNATED TO RECEIVE OFFERS
 Federal Highway Administration Office of Acquisition Management 1200 New Jersey Ave, SE, Mail Stop: E65-101 Washington, DC 20590 Attention: Robin K. Hobbs, HAAM-30C

PAST PERFORMANCE QUESTIONNAIRE

Referencee Information: Provide the following information for the Organization that performed the referenced work:

Referencee Information:

Offeror's (Prime) Name:

Referencee's

Name: _____

Solicitation Number &

Title: _____

Organization/Person Providing the Reference Information: Provide the following information for the Organization and Person/Point of Contact (POC) providing the reference (to assist us in tracking responses received and resolving any conflicts in the evaluation process if necessary):

Reference Information:

Organization Name: _____

Questionnaire Completion Date: _____

Name of Contact: _____

Contact Numbers:

Telephone: _____ Facsimile: _____

Position Title: _____

Reference Project Information: Provide the following information about the referenced project.

Reference Project Information:

Customer Organization/Office: _____

Project Title: _____

POC Period of Involvement:_____

Type of Contract:_____

Start Period of Performance: Date: _____ Length_____

Contract Value: Initial_____ Current_____

PAST PERFORMANCE QUESTIONNAIRE

For the following questions, please circle/check the appropriate rating. Comment lines are provided for additional information if the #2 or #1 rating is given (however the comment lines may be used to provide any additional information deemed noteworthy).

		High			Low	
1.	QUALITY OF SERVICE:	5	4	3	2	1
	This area deals with compliance of contract requirements, to include appropriateness of personnel and technical excellence.					
2.	TIMELINESS OF PERFORMANCE:	5	4	3	2	1
	This area deals with the contractor=s ability to meet milestones and delivery schedules, to include responsiveness to technical direction, completion of efforts on time including wrap-up and contract administration.					
3.	PRICE/COST CONTROL:	5	4	3	2	1
	This area deals with the contractor=s ability to control price/cost escalation during performance to include appropriate budgetary estimates, current/accurate/complete billings/invoices, relationship of negotiated costs to actual, claim submissions, cost efficiencies, and change order issues.					
4.	CUSTOMER SATISFACTION:	5	4	3	2	1
	This area deals with the contractor=s commitment to satisfaction and cooperative/reasonable businesslike behavior with own staff and customers to include: effective management, responsiveness to contract requirements, operates with honesty and integrity, prompt notification of problems, flexible and proactive qualities, effective contractor-recommended solutions, and effective subcontracting and teaming arrangements.					

Comments (attach additional pages as necessary):

GENERAL INFORMATION: Please provide answers to the following questions.

1. Has the contractor ever been given a cure notice, show cause notice,

suspension of progress payments, or other letters directing the correction of a performance problem; or has this contract been partially or completely terminated, or is there any pending termination actions?

☐ No ☐ Yes

If yes: ☐ Default ☐ Convenience; and please explain:

2. Changes in contract dollar value throughout the life of the contract are/were attributable, for the most part, to:

☐ Government-issued change orders ☐ claims submitted by the contractor

☐ other Government actions ☐ other contractor actions (please explain below)

3. Based on this contractor's overall performance, would you award this contractor another Government contract?

☐ Yes ☐ No If no, please explain:

4. If any of the above responses are based on adverse past performance, have you discussed it with the contractor and has the contractor had an opportunity to comment?

☐ Not Applicable ☐ Yes ☐ No If yes or no, please explain: